
State:	District of Columbia	Filing Company:	NOVA Casualty Company
TOI/Sub-TOI:	01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)		
Product Name:	CW Nova CP Form Rev Filing		
Project Name/Number:	Specialty/Nova/CP/CW-CP-20016		

Filing at a Glance

Company:	NOVA Casualty Company
Product Name:	CW – Nova CP Form Rev Filing
State:	District of Columbia
TOI:	01.0 Property
Sub-TOI:	01.0001 Commercial Property (Fire and Allied Lines)
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Author(s):	Jenifer Kochis, Robert Hayden
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General Information

Project Name: Specialty/Nova/CP
Project Number: CW-CP-20016
Reference Organization:
Reference Title:
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Created By: Jenifer Kochis
Corresponding Filing Tracking Number:

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Reference Number:
Advisory Org. Circular:

Deemer Date:
Submitted By: Robert Hayden

Filing Description:

Nova Casualty Company is submitting corrections to two proprietary forms for use with Division Five – Commercial Fire and Allied Lines.

In support of this filing, the following documents are attached:

Explanatory Memorandum
Forms – Clean and Marked
Required checklist/transmittal documents

If you should have any questions regarding this filing submission, please feel free to contact this office.

Thank you

Company and Contact

Filing Contact Information

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Filing Company Information

NOVA Casualty Company	CoCode: 42552	State of Domicile: New York
440 Lincoln Street	Group Code: 88	Company Type: Property and
Worcester, MA 01653	Group Name: Hanover Insurance	Casualty
(508) 855-1000 ext. [Phone]	Group	State ID Number:
	FEIN Number: 16-1140177	

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		PROPERTY ULTRA COVERAGE – NOT-FOR- PROFIT ORGANIZATIONS	ACP01691219	1219	END	Replaced	Previous Filing Number:	HNVR-131936342		ACP0169_12-19-Property Ultra-NFP.pdf
							Replaced Form Number:	ACP0169 03 19		
2		PROPERTY EXTRA ENDORSEMENT	APR00011119	1119	END	Replaced	Previous Filing Number:	HNVR-131574767		APR00011119 Property Extra Endorsement.pdf
							Replaced Form Number:	APR0001 12 17		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY ULTRA COVERAGE – NOT- FOR- PROFIT ORGANIZATIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM

SUMMARY OF COVERAGES AND LIMITS

This is a summary of the various coverages and limits provided by this endorsement. No coverage is provided by this summary. Refer to the provisions in Sections **A.** through **K.** to determine the scope of the insurance protection provided by this endorsement.

SCHEDULED COVERAGES	LIMITS OF INSURANCE
Automated External Defibrillators	\$ 5,000
Boundary Extension	1,000 feet
Broadened Named Insured	Included
Claim Data Expenses	\$ 10,000
Computer Fraud	\$10,000/\$30,000
Crisis Communication Expenses	\$12,500/\$25,000
Electronic Data Processing Equipment And Electronic Data	\$50,000/\$50,000
Expanded Building Definition	Included
Fine Arts	\$ 25,000
Fire Department Service Charge	\$ 25,000
Fire Extinguisher Systems Recharge Expenses	\$ 25,000
Newly Acquired or Constructed Property:	
• Building	\$1,000,000
• Your Business Personal Property	\$ 500,000
Ordinance Or Law- Undamaged Portion Of The Building (Coverage A)	\$ 250,000
Outdoor Signs	\$10,000
Personal Effects And Property Of Others	\$10,000/\$50,000
Property In Transit	\$ 25,000
Reward Payment	25% or \$25,000
Sewers And Drains- Discharge Of Water	\$ 30,000
Spoilage- Direct Damage	\$ 10,000
Tenant Glass	Included
Tenant Move Back Expenses	\$ 25,000
Unintentional Errors In Description	Included

COVERAGES WITH COMBINED LIMITS OF INSURANCE	LIMITS OF INSURANCE
Various:	\$ 100,000
Accounts Receivable	Included
Business Income (And Extra Expense)	Included
Valuable Papers And Records	Included
Crime:	\$ 25,000
Employee Dishonesty	Included
Forgery Or Alteration	Included
Identity Theft Expenses	Included
Money And Securities	Included
Ordinance Or Law (Coverages B&C):	\$ 250,000
Demolition Cost Coverage (Coverage B)	Included
Increased Cost Of Construction Coverage (Coverage C)	Included

The Limits of Insurance indicated in this endorsement are the most we will pay for the coverages included in this endorsement. If two or more different coverages in this endorsement or in this policy

apply to the same loss, the higher Limits of Insurance will apply. If additional limits for the same coverage are purchased, the limits shown in this endorsement will apply in excess of the insurance purchased separately. The Building and Business Personal Property Deductible shown in the Declarations applies unless otherwise indicated. Throughout this endorsement, any reference to described premises means the premises described in the Declarations and any reference to covered location means the location shown in the Schedule of Locations.

A. The Named Insured shown in the Declarations is amended to include:

1. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance; and
2. For Building coverage only, any person or organization that rents a building to you if you are required by written lease agreement or any other written contract to provide such insurance for the interest of the building owner.

B. COMBINED LIMITS OF INSURANCE

1. Selected coverages in this endorsement and coverages in the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP0010** share Combined Limits of Insurance in this endorsement as follows:
 - a. **\$100,000** – Accounts Receivable, Business Income and Extra Expense, and Valuable Papers And Records;
 - b. **\$25,000** – Employee Dishonesty, Forgery Or Alteration, Identity Theft Expenses and Money And Securities.
2. For covered loss or damage provided by one or more of the coverages listed below:
 - a. Accounts Receivable;
 - b. Business Income And Extra Expense; and
 - c. Valuable Papers And Records;

we will pay up to \$100,000 in total for any one occurrence, regardless of the number of applicable coverages, or items lost or damaged. This Limit of Insurance applies in excess of the Deductible shown in the Declarations. After loss, you may allocate this Limit of Insurance among the coverages shown in **2. a., b. and c.** above, however, the aggregate allocation or amount payable will not exceed the \$100,000 Combined Limit of Insurance.
3. For covered loss or damage provided by one or more of the coverages listed below:
 - a. Employee Dishonesty;
 - b. Forgery Or Alteration;
 - c. Identity Theft Expenses; and
 - d. Money And Securities;

we will pay up to \$25,000 in total for any one occurrence, regardless of the number of applicable coverages, or items lost or damaged. This Limit of Insurance applies in excess of the Deductible shown in the Declarations. After loss, you may allocate this Limit of Insurance among the coverages shown in **3. a., b., c., and d.** above, however, the aggregate allocation or amount payable will not exceed the \$25,000 Combined Limit of Insurance.

C. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section A. Coverage, is amended by the following:

1. All references to property within 100 feet of the described premises are changed to within 1,000 feet of the described premises.
2. The following are added to Paragraph **1.a. Building**:
 - a. Fences;

- b. Retaining walls;
- c. Walks, patios or other paved surfaces;
- d. The cost of excavations, grading, backfilling or filling;
- e. Foundations of buildings, structures, machinery or boilers;
- f. Underground pipes, flues or drains; and
- g. Television and radio towers, antennas, satellite dishes, guy wires, lead-in wiring and masts. Property permanently attached to these types of property is included.
- 3. Paragraph **2. Property Not Covered** is amended by the following:
Paragraphs **d., f., g., l. and m.** are deleted.
- 4. Paragraph **A.2.q.(2)** is deleted and replaced by the following:
Trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

D. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section A. Coverage,
Paragraph **4. Additional Coverages** is amended to add the following:

1. Claim Data Expenses

- a. We will pay for the reasonable and necessary expenses you incur to prepare claim data when we require it. This includes the cost of taking inventories, making appraisals and preparing other documentation to show the extent of loss.
- b. We will not pay for:
 - (1) Any expenses incurred, directed or billed by or payable to attorneys, insurance adjusters or their associates or subsidiaries;
 - (2) Any costs as provided in Section **E. Loss Conditions**, paragraph **2. Appraisal**; or
 - (3) Any expenses incurred, directed or billed by or payable to insurance brokers or agents, or their associates or subsidiaries without our written consent prior to such expenses being incurred.
- c. The most we will pay in any one occurrence is \$10,000.

2. Computer Fraud

- a. We will pay for the loss of "money", "securities" and other property resulting directly from the unauthorized use or access of an insured's computer by a natural person, other than an "employee", to fraudulently cause a transfer of "money", "securities" or other property from inside a building at the described premises or from any bank or similar safe depository:
 - (1) To a person outside those premises; or
 - (2) To a place outside those premises.
- b. The most we will pay for loss or damage in any one occurrence is \$10,000, subject to \$30,000 in total for all occurrences during the policy term.

3. Crisis Communication Expenses

- a. We will pay for the actual "crisis communication expenses" you incur due to an "incident" arising from a "crisis" occurring at any of the premises shown in the Declarations or at an event sponsored by you.
- b. We will only reimburse you for those "crisis communication expenses" you incur as a direct result of an "incident" that occurs during the policy period and which is reported to us in writing within 180 days of the date the "crisis" "incident" occurred.
- c. The most we will pay is \$12,500 per "incident" and \$25,000 in total for all "incidents" during the policy term.

4. Employee Dishonesty

- a. We will pay for direct loss to Your Business Personal Property and for the direct loss of "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - (1) Cause you to sustain loss or damage; and
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for;

- (a) Any “employee”; or
 - (b) Any other person or organization.
 - b. We will not pay for loss resulting from any dishonest or criminal act that you or any of your partners or “members” commit whether acting alone or in collusion with other persons.
 - c. All loss caused by one or more persons or involving a single act or series of acts is considered one occurrence.
 - d. If any loss is covered:
 - (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss you sustain through acts committed or events occurring during the annual policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, the Limit of Insurance does not accumulate from year to year or policy period to policy period.
 - e. This Additional Coverage does not apply to loss caused by any “employee” sustained after:
 - (1) You; or
 - (2) Any of your partners, “members”, “managers”, officers, directors or trustees not in collusion with the “employee”;

learn of any dishonest act committed by that “employee” before or after being hired by you.
 - f. We will pay only for covered loss sustained during the policy period and discovered no later than one year from the end of the policy expiration.
 - g. See Paragraph **B.3. Combined Limits Of Insurance** in this endorsement for the Limits of Insurance applicable to this coverage.
- 5. Fire Extinguisher Systems Recharge Expenses**
- a. We will pay for the cost of:
 - (1) Recharging or refilling your fire extinguishers and fire extinguishing systems that have discharged accidentally or discharged while being used to combat a covered fire; and
 - (2) In the event of an accidental discharge, replacing or repairing faulty valves or controls which caused the discharge.
 - b. No coverage will apply if the fire extinguishing system is discharged during installation or testing.
 - c. The most we will pay in any one occurrence is \$25,000.
 - d. No deductible applies to this Additional Coverage.
- 6. Forgery Or Alteration**
- a. We will pay for loss resulting directly from “forgery” or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain of “money” that are drawn against your bank account.
 - b. For the purpose of this coverage, we will consider electronically or mechanically reproduced facsimile signatures the same as handwritten signatures.
 - c. If you are sued for refusing to pay any instrument covered in Paragraph a. above on the basis that it has been forged or altered and you have our written consent to defend against the suit, we will pay for any reasonable and necessary legal expenses that you incur and pay in that defense.
 - d. See Paragraph **B.3. Combined Limits Of Insurance** in this endorsement for the Limits of Insurance applicable to this coverage.
- 7. Identity Theft Expenses**
- a. We will reimburse you in any one policy term for the reasonable and necessary expenses incurred by any director or officer presently working for the Named Insured as a direct result of any “identity theft” occurring, discovered and reported during the policy period.
 - b. Identity theft expenses are limited to the following:

- (1) The costs of notarizing documents required by financial institutions or similar creditors as testaments to fraud;
- (2) The costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar creditors; and
- (3) The loan application fees for re-applying for loans when the original application is rejected solely because of incorrect credit information.
- c. See Paragraph **B.3. Combined Limits Of Insurance** in this endorsement for the Limits of Insurance applicable to this coverage.
- d. No deductible applies to this Additional Coverage.
- 8. Money And Securities**
 - a. We will pay for loss of "money" and "securities" used in your business resulting directly from "theft", disappearance, or destruction, while:
 - (1) In or on the described premises, or within a bank or savings institution; or
 - (2) Anywhere outside the premises.
 - b. We will not pay for loss:
 - (1) Resulting from accounting or arithmetical errors or omissions;
 - (2) Due to the giving or surrendering of property in any exchange or purchase; or
 - (3) Of property contained in any "money"- operated device unless the amount of "money" deposited in it is recorded by a continuous reading instrument in the device.
 - c. You must keep records of all "money" and "securities" so we can verify the amount of any loss.
 - d. All loss caused by one or more persons or involving a single act or series of related acts is considered one occurrence.
 - e. See Paragraph **B.3. Combined Limits Of Insurance** in this endorsement for the Limits of Insurance applicable to this coverage.
- 9. Reward Payment (Not available in New York)**
 - a. We will reimburse you for rewards paid as follows:
 - (1) Up to 25% of the loss or damage up to a maximum of \$25,000 in any one occurrence to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However we will pay no more than the lesser of the following amounts:
 - (a) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
 - (b) The amount determined by the loss settlement procedure applicable to the Covered Property under Section **E. Loss Conditions**, paragraph 4. **Loss Payment**.
 - (2) Up to \$25,000 in any one occurrence to an eligible person for the return of stolen Covered Property, when the loss or damage is caused by "theft". However, we will pay no more than the lesser of the following amounts:
 - (a) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
 - (b) The amount determined by the loss settlement procedure applicable to the returned Covered Property under Section **E. Loss Conditions**, paragraph 4. **Loss Payment**.
 - b. This Additional Coverage applies subject to the following conditions:
 - (1) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property and who is not:
 - (a) You or any family member;
 - (b) Your "employee" or any of his or her family members;
 - (c) An "employee" of a law enforcement agency;
 - (d) An "employee" of a business engaged in property protection;
 - (e) Any person who had custody of the Covered Property at the time the "theft" was committed; or

- (f) Any person involved in the crime.
- (2) No reward will be reimbursed unless and until the persons committing the crime are convicted or the Covered Property is returned.
- c. No deductible applies to this Additional Coverage.

E. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section A. Coverage, Paragraph 5. Coverage Extensions is amended to add the following:

1. Accounts Receivable

- a. If your records of accounts receivable are lost or damaged by a Covered Cause Of Loss, we will pay:
 - (1) All amounts due from your customers that you are unable to collect;
 - (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (3) Collection expenses that are in excess of your normal collection expenses that are made necessary by the loss or damage; and
 - (4) Other reasonable and necessary expenses that you incur to re-establish your records of accounts receivable.
- b. With regard to this extension, the following is added under Paragraph **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM CP 10 30**:
We will not pay for loss or damage caused by or resulting from:
 - (1) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking, or withholding of money, securities, or other property. This provision applies only to the extent of the wrongful giving, taking or withholding.
 - (2) Bookkeeping, accounting, or billing errors or omissions.
 - (3) Electrical or magnetic injury, disturbance, or erasure of electronic recordings. But we will pay for direct loss or damage caused by lightening.
 - (4) Errors in machine programming or instructions to machines.
 - (5) Operator or programmer error.
 - (6) Unauthorized instructions to transfer property to any person or to any place.
 We will not pay for loss or damage that requires any audit of records of any inventory to prove its factual existence.
- c. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
 - (1) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and
 - (2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average that month.
- d. The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (1) The amount of the accounts for which there is no loss or damage;
 - (2) The amount of the accounts that you are able to re-establish or collect;
 - (3) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (4) All unearned interest and service charges.
- e. See Paragraph **B.2. Combined Limits Of Insurance** in this endorsement for the Limits of Insurance applicable to this coverage.

2. Automated External Defibrillators

- a. We will pay up to \$5,000 in any one occurrence to cover physical loss or physical damage caused by a Covered Cause of Loss to automated external defibrillators located at each premises described in the Declarations.

3. Electronic Data Processing Equipment

- a. We will pay for loss or damage to "electronic data processing equipment" located in or on:
 - (1) A building described in the Declarations or in the open within 1,000 feet of the described premises;

- (2) A building you newly acquire at a location described in the Declarations ; or
 - (3) At any location you acquire by purchase or lease (other than at fairs, trade shows or exhibitions).
 - b. With respect to insurance provided in **a.(2)** and **a.(3)** above, coverage will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 90 days after you acquire the property or begin to construct the property;
 - (3) You report values to us; or
 - (4) The property is more specifically insured.
 - c. The most we will pay in any one occurrence is \$50,000.
- 4. Fine Arts**
- a. We will pay for direct physical loss or damage to fine arts that you own or that belong to others while in your care, custody or control.
 - b. Fine arts include property of rare, historical or artistic merit including, but not limited to, paintings, drawings, etchings, pictures, tapestries, art or rare glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry and bric-a-brac.
 - c. Our payment for loss of or damage to fine arts of others in your care, custody or control will only be for the account of the owner of the fine arts.
 - d. The value of fine arts, including newly acquired property, will be based on a qualified, professional appraisal conducted within the last three years. If an appraisal is not available, the value will be based on the least of the following amounts:
 - (1) The actual cash value of the property;
 - (2) The cost of reasonably restoring that property to its condition immediately before loss; or
 - (3) The cost of replacing that property with substantially identical property.

In the event of loss, the value of the property will be determined as of the time of loss.
 - e. The most we will pay in any one occurrence is \$25,000 at each described premises.
- 5. Sewers And Drains – Discharge Of Water**
- a. The Covered Causes Of Loss is extended to include direct physical loss or damage to Covered Property caused by or resulting from a discharge of water or waterborne material from a sewer, drain or sump located on the described premises, provided such discharge is not caused by or resulting from any flood. Flood means a general and temporary condition of partial or complete inundation of normally dry land areas due to:
 - (1) The overflow of inland or tidal waters;
 - (2) The unusual or rapid accumulation of runoff of surface waters from any source; or
 - (3) Mudslides or mudflows which are caused by flooding as defined in **(2)** above.

For the purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.
 - b. With regard to this coverage, subparagraph **(3)** of the **Water Exclusion** in the **CAUSES OF LOSS – SPECIAL FORM** is deleted.
 - c. We will not pay the cost of repairing or replacing a sewer, drain, sump, sump pump or any related parts or equipment.
 - d. The most we will pay for direct physical loss is \$30,000 in any one occurrence or the Limits of Insurance shown in the Declarations for your covered building and business personal property, whichever is less.
- 6. Spoilage – Direct Damage**
- a. We will pay for direct physical loss or damage to Your Business Personal Property and Personal Property of Others caused by:
 - (1) Change in temperature or humidity resulting directly from:
 - (a) Fluctuation or total interruption of electrical power on the covered premises resulting from conditions beyond your control;
 - (b) Mechanical breakdown of any refrigerating or cooling apparatus or equipment, including the blowing of any fuse, fuses or circuit breakers;

- (c) The freezing of perishable "stock" resulting from the faulty operation of any stationary heating plant, when such perishable "stock" is within a building on the covered premises; or
 - (2) Contamination by a refrigerant, ammonia or any other substance that is declared to be hazardous to health by a governmental agency resulting from mechanical breakdown or failure of equipment.
 - b. We will not pay for loss or damage caused by:
 - (1) The disconnection of any refrigeration, cooling, heating or humidity control equipment or apparatus from the source of power;
 - (2) The deactivation or reduction electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power from an electrical utility company or other power source caused by deliberate acts taken to shed load or to maintain system integrity;
 - (3) The inability of an electrical utility company or other power source to provide sufficient power due to a cyber breach, lack of fuel, governmental order or lack of generating capacity to meet demand.
 - c. The most we will pay for loss or damage in any one occurrence is \$10,000.
- 7. **Tenant Glass**
 - a. You may extend Your Business Personal Property coverage to apply to loss or damage to building glass resulting from or caused by a Covered Cause of Loss.
 - b. This Coverage Extension applies when you are a tenant and have a contractual obligation to insure the building glass. However, we will not pay for loss or damage under this Coverage Extension when such contract also requires you to insure the building.
 - c. Building glass is considered the glass that is part of the building or structure, including solar heating panels, glass building blocks, skylights, glass doors and windows and their encasement frames, alarm tape, lettering and ornamentation. It does not include art glass, half tone screens, lenses, memorial windows, mosaic art, rotogravure screens or any stained glass.
 - d. This coverage is included within the Limits of Insurance shown in the Declarations as applicable to Your Business Personal Property.
- 8. **Tenant Move Back Expenses**
 - a. In the event that your tenants must temporarily vacate the covered building at the described premises, we will pay the following expenses you actually incur to move those tenants out of and back into your covered building. The vacancy must have occurred while the portion of the building rented by the tenant could not be occupied due to direct physical loss or damage by a Covered Cause of Loss.
 - b. Expenses are limited to the following:
 - (1) Packing and transporting tenant's business personal property including the cost of insuring the move out and back and any necessary disassembly and reassembly or setup of fixtures and equipment; and
 - (2) The net cost to discontinue and re-establish the tenants' utility and telephone services, after any refunds due the tenants.
 - (3) Costs to unpack and reshel stock and supplies.
 - c. Expenses do not include:
 - (1) Damage caused by the termination of a lease or other agreement; or
 - (2) Security deposits or other payments, forfeiture or penalties to the landlord or lessor of other premises.
 - d. We will only pay for expenses that you actually incur within 60 days of the date that the damaged building has been repaired or rebuilt.
 - e. If the tenant has valid and collectible insurance which would pay for Tenant Move Back Expenses, we will pay only for the amount in excess of the amount payable for such insurance.
 - f. Regardless of the number of tenants involved, the most we will pay in any one occurrence is \$25,000.

F. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section A. Coverages,
Paragraph 4. Additional Coverages is amended by the following:

1. Electronic Data

The limit in subparagraph (4) is increased from \$2,500 to \$50,000.

2. Fire Department Service Charge

The limit in paragraph c. is increased from \$1,000 to \$25,000 and no deductible applies to this Additional Coverage.

3. Increased Cost Of Construction is deleted and replaced by the following:

Ordinance Or Law

- a. We will pay for the following loss or damage caused by the enforcement of any ordinance or law:

(1) Coverage A - Coverage For Loss To The Undamaged Portion Of The Building

(a) In the event of damage to covered buildings by a Covered Cause of Loss, we will pay for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the covered property.

(b) If the property is repaired or replaced, on the same or another premises, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

(i) The amount you spend to repair, reconstruct or remodel the building on the same premises and to the same height, floor area, style and comparable quality to the original property insured; or

(ii) The Limit of Insurance applicable to the covered building property.

(c) If the property is not repaired or replaced, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

(i) The actual cash value of the building at the time of loss; or

(ii) The Limit of Insurance applicable to the covered building property.

(d) The most we will pay under **Coverage A** is \$250,000.

(2) Coverage B - Demolition Cost Coverage

(a) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building as a consequence of a requirement to comply with ordinance or law that requires demolition of such undamaged property.

(b) The most we will pay under Coverage **B** is shown in subparagraph (4) below.

(3) Coverage C - Increased Cost Of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the increased costs subject to the following limitations:

(a) We will not pay for the increased cost of construction:

(i) Unless the reconstructed or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law;

(ii) Until the property is actually repaired or replaced, at the same or another premises;

(iii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years; or

(iv) If you were required to comply with the ordinance or law before the loss, even when the building was undamaged, and you failed to comply.

(b) If the building is repaired or replaced at the same premises the most we will pay for the increased cost of construction is the increased cost of construction at the premises. If you elect to reconstruct at another premises, or if the ordinance or law requires you to relocate to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

- (c) The most we will pay under Coverage **C** is shown in subparagraph (4) below.
- (4) Coverages **B** and **C** above share Combined Limits Of Insurance. For covered loss or damage, we will pay up to \$250,000 in total for any one occurrence, regardless of the number of applicable coverages in any one occurrence, or:
 - (a) In the case of Coverage **B**, the amount you actually spend to demolish and clear the site of the described premises, whichever is less; or
 - (b) In the case of Coverage **C**, the amount you actually spend to repair, reconstruct or remodel the damaged parts of the building, whichever is less.
 You may allocate this limit among the applicable coverages as you choose.
- b. Under this Additional Coverage, we will not pay for:
 - (1) The enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot, or bacteria; or
 - (2) Any costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot, or bacteria.
- c. The ordinance or law referred to in this Additional Coverage is an ordinance or law that regulates the demolition, construction or repair of property, or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- d. This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Additional Coverage.
- e. This Additional Coverage applies only to the buildings if the Replacement Cost Optional Coverage applies.
- f. With respect to this Additional Coverage, the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP0010** is amended as follows:
 - (1) Section **E. Loss Conditions**, Paragraph 4.b. of **Loss Payment** does not apply.
 - (2) Section **E. Loss Conditions**, Paragraph 7.b. of **Valuation** does not apply.
 - (3) Section **F. Additional Conditions**, Paragraph 1. **Coinsurance**, but only with respect to coverages a.(2) and a.(3) above, does not apply.
 - (4) Section **G. Optional Coverages**, Paragraph 3.f. of **Replacement Cost** does not apply.
- g. With respect to this Additional Coverage, the **CAUSES OF LOSS – SPECIAL FORM CP1030**, Paragraph **B. Exclusions**, 1.a. **Ordinance Or Law** does not apply.

G. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section **A. Coverages**, Paragraph **5. Coverage Extensions** is amended by the following:

- 1. **Newly Acquired Or Constructed Property**
 - a. The limit in subparagraph (1) is increased from \$250,000 to \$1,000,000;
 - b. The limit in subparagraph (2) is increased from \$100,000 to \$500,000; and
 - c. Subparagraph (2) is amended to include **Personal Property Of Others** and **Electronic Data** as described in **A.1.c.** and **A.5.f.**
- 2. **Personal Effects And Property Of Others**
 - a. Sub-paragraph (1) is deleted and replaced by the following:
 - (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees.
 - b. The limit for **Personal Effects** is increased from \$2,500 to \$10,000 and the limit for **Property of Others** is increased from \$2,500 to \$50,000.
- 3. **Valuable Papers And Records**

Paragraph c.(4) is deleted and replaced by the following:

Under this Extension, the most we will pay to replace or restore the lost information is shown in paragraph **B.2. Combined Limits Of Insurance** in this endorsement. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and

(when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit Of Insurance on **Your Business Personal Property** and, therefore, coverage of such costs is not included in paragraph **B.2 Combined Limits Of Insurance**.

H. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section C. Limits Of Insurance is amended by the following:

The limit for **Outdoor Signs** in the second paragraph is increased from \$2,500 to \$10,000.

I. The following is added to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section F. Additional Conditions:

Any error in describing the address of a location in the Declarations shall not prejudice coverage afforded by this policy, provided such error is not intentional. You must report any such error to us in writing as soon as practicable after discovery. We retain our right to collect any additional premium or exercise any rights of cancellation or non-renewal we may have due to such error.

J. CAUSES OF LOSS – SPECIAL FORM CP 10 30, Section F. Additional Coverage Extensions, is amended by the following:

The limit for **Property In Transit** in Paragraph 1. is increased from \$5,000 to \$25,000.

K. BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30, B. Limits Of Insurance, the first paragraph is deleted and replaced by the following:

The most we will pay for loss in any one occurrence is shown in **B.2. Combined Limits Of Insurance in Property Ultra Coverage – Not-For-Profit Organizations ACP0169**.

L. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section H., is amended for the purpose of this endorsement, to add the following Definitions:

1. "Crisis" means the public announcement by a news media source or social networking site that an "incident" occurred at your premises or an event sponsored by you.
2. "Crisis communication expenses" means those reasonable and necessary expenses incurred for services provided by a "crisis management firm". "Crisis management expense" does not include:
 - a. Compensation, fees, benefits, overhead charges or expenses of any insured or any of your employees; or
 - b. Any expense payable on your behalf or reimbursable to you under any other valid and collectible insurance.
3. "Crisis management firm" means any service provider, including but not limited to, public relations, media relations or similar professional communication or risk management firms you hire to assist in minimizing negative publicity and to communicate a positive image of your business as a result of a "crisis". It does not include any expenses associated with an insured's employees, in-house public relations or communications departments or any attorneys or law firms, including your in-house attorneys.
4. "Electronic data processing equipment" means any of the following equipment used in your data processing operations:
 - a. Electronic data processing equipment, facsimile machines, word processors, multi-functional telephone equipment and laptop and portable computers; and
 - b. Any component parts and peripherals of such equipment, including related surges protection devices.

"Electronic data processing equipment" does not include equipment used to operate production type machinery or equipment.
5. "Employee" means any natural person:
 - a. While in your service (and for 30 days after termination of service); and
 - b. Whom you compensate directly by salary, wages or commission; and
 - c. Whom you have the right to direct and control while performing services for you; or

- d. Who is leased to you by a labor leasing firm under a written agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. But “employee” does not mean a person furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions, except as described in **e.** below; or
 - e. Who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions while that person is subject to your direction and control and performing services for you, excluding, however any such person while having care and custody of property outside the described premises.
- “Employee” does not mean:
- f. Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in **2.a.** through **2.e.** above; or
 - g. Director or trustee except while performing acts coming within the scope of the usual duties of an “employee”.
6. “Forgery” means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one’s own name.
 7. “Identity theft” means the act of knowingly transferring or using, without lawful authorization, the identity of any director or officer of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
 8. “Incident” means:
 - a. Actual, attempted or threatened violent acts committed with malicious intent at your premises or an event sponsored by you against any person that results in injury or death to such person. This does not apply to actual, attempted or threatened acts caused by an insured or their employees, your employees, or any partner, director or officer;
 - b. A “communicable disease event” which means an event in which a “public health authority” has ordered the covered location to be evacuated, decontaminated or disinfected due to the outbreak of a “communicable disease” at such location. For the purposes of this definition:
 - (1) “Public health authority” means the governmental authority having jurisdiction over your operations relative to health and hygiene standards necessary for the protection of the public;
 - (2) “Communicable disease” means any disease or any related diseases, viruses, complexes, symptoms, manifestations, effects, conditions or illnesses that can be transmitted directly or indirectly through human contact or contact with an infectious agent or contagion;
 - c. An act of “abuse”. For the purposes of this definition, “abuse” means any actual, threatened or alleged act, error, omission, conduct or misconduct that a claim or “suit” alleges to be, or to constitute, any form of abuse, including but not limited to elder abuse, child abuse, patient abuse or abuse of a dependent person, under any applicable state or federal statute or regulation; and any actual, threatened or alleged act, error, omission, conduct or misconduct of one or more of the following kinds:
 - (1) Sexual behavior, sexual conduct or misconduct, sexual assault, sexual battery, sexual abuse or sexual molestation of or directed at a person;
 - (2) Non-sexual assault, non-sexual battery or non-sexual abuse of or directed at a person with the intent to do harm to that person; or
 - d. Other “crisis” “incidents” when they occur at your premises described in the Declarations and that require a full evacuation of your facilities.
 9. “Manager” means a person serving in a directorial capacity for a limited liability company.
 10. “Member” means an owner of a limited liability company represented by its membership interest, who also may serve as a “manager”.
 11. “Money” means currency, coins and bank notes in current use and having a face value; and travelers checks, register checks and money orders held for sale to the public. The value will be at its face value or its equivalent (if from a country other than the United States of America) based on exchange rates in effect when loss occurred. “Money” does not include virtual

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currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to digital currency, crypto currency or any other type of electronic currency.

12. "Operations" means your business activities occurring at the covered premises and the tenantability of the insured locations.
13. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued to you;
but does not include "money".
14. "Theft" means the unlawful taking of property to the deprivation of the insured.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 EXTRA EXPENSE COVERAGE FORM
 CAUSES OF LOSS – SPECIAL FORM

SUMMARY OF COVERAGES AND LIMITS

This is a summary of the various coverages and limits provided by this endorsement. No coverage is provided by this Summary. Refer to all sections and provisions to determine the scope of the insurance provided by this endorsement.

SCHEDULED COVERAGES	LIMITS OF INSURANCE
Accounts Receivable	
• Each Described Premises	\$50,000
• Other Than At Described Premises	\$10,000
Computer Fraud	\$25,000
Debris Removal	\$50,000
Electronic Data	\$25,000
Employee Dishonesty, including ERISA	\$50,000
Expediting Expense	\$25,000
Extra Expense	\$25,000
Fine Arts	\$25,000
Fire Department Service Charge	\$10,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Increased Cost Of Construction And Demolition Cost	\$100,000 or 10%
Money And Securities	
• Inside	\$15,000
• Outside	\$10,000
Money Orders And Counterfeit Paper Currency	\$5,000
Outdoor Property	\$10,000
Personal Effects And Property Of Others	\$25,000
Pollutant Clean-up And Removal	\$25,000
Property In Transit	\$25,000
Property Off-Premises	\$25,000
Reward Payment	25% or 5,000
Sewers And Drains – Discharge Of Water	\$25,000
Tenant Glass	Business Personal Property Limit
Utility Services	\$10,000
Valuable Papers And Records (Other Than Electronic Data)	
• Each Described Premises	\$50,000
• Other Than At Described Premises	\$10,000

The most we will pay are the Limits of Insurance indicated in this endorsement. If two or more coverages apply to the same loss, the higher Limits of Insurance will apply. If additional limits are purchased separately for any of the coverages included in this endorsement, the limits shown in this endorsement will apply in excess of these

additional limits unless otherwise indicated. The Building and Business Personal Property Deductible shown in the Declarations applies pursuant to the terms in this endorsement unless otherwise indicated. Throughout this endorsement, any reference to described premises means the premises shown in the Declarations and any reference to covered location means locations shown in the Schedule of Locations.

A. BUILDING AND PERSONAL PROPERTY COVERAGE FORM and CONDOMINIUM ASSOCIATION COVERAGE FORM are amended as follows:

1. Section **A. Coverage**, Paragraph **4. Additional Coverages** is amended as follows:

a. Debris Removal

The limit in sub-paragraph **a.(4)** is increased to \$50,000.

b. Fire Department Service Charge

The limit in sub-paragraph **c.** is increased to \$10,000.

c. Pollutant Clean-up And Removal

The limit in the last paragraph is increased to \$25,000.

d. Increased Cost Of Construction

(1) The limit and percentage in sub-paragraph **(6)** are increased to \$100,000 and 10%, respectively.

(2) The following is added:

Demolition Cost

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of the undamaged portion of the covered building as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

e. Electronic Data

The limit in sub-paragraph **(4)** is increased to \$25,000.

2. Section **A. Coverage**, Paragraph **4. Additional Coverages** is amended to add the following:

a. Fine Arts

(1) We will pay for direct physical loss or damage caused by a Covered Cause of Loss to fine arts that you own or that belong to others while in your care, custody or control.

(2) Fine arts include property of rare, historical or artistic merit, including but not limited to, paintings, drawings, etchings, pictures, tapestries, art or rare glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac and tangible property such as porcelains, china and marble.

(3) Our payment for loss of or damage to fine arts of others in your care, custody or control will only be for the account of the owner of the fine arts.

(4) The value of fine arts, including newly acquired property, will be based on the least of the following amounts:

(a) The actual cash value of that property;

(b) The cost of reasonably restoring that property to its condition immediately before loss or damage; or

(c) The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of the property will be determined as of the time of loss or damage.

(5) For pairs or sets, we will pay the lesser of the following amounts:

(a) Repair or replace any part to restore the value and condition of the pair or set to that immediately before the loss or damage; or

(b) Pay the difference between the value of the pair or set before and after the loss or damage.

(6) The most we will pay in any one occurrence under this Additional Coverage is \$25,000 at each described premises.

b. Inside The Premises – Theft Of Money And Securities

We will pay for:

(1) Loss of "money" and "securities" inside the premises or "financial institution premises":

(a) Resulting directly from "theft" committed by a person present inside such premises or "financial institution premises"; or

(b) Resulting directly from disappearance or destruction.

(2) Loss from damage to the premises or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the premises or are liable for damage to it.

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(3) Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the premises resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

(4) The most we will pay for loss in any one occurrence under this Additional Coverage is \$15,000.

c. Outside The Premises

We will pay for:

(1) Loss of "money" and "securities" outside the premises in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.

(2) Loss of or damage to other property outside the premises in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

(3) The most we will pay for loss in any one occurrence under this Additional Coverage is \$10,000.

d. Fire Extinguisher Systems Recharge Expense

(1) We will pay:

(a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and

(b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or fire extinguishing system.

(2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.

(3) The most we will pay in any one occurrence under this Additional Coverage is \$5,000.

(4) No deductible applies to this Additional Coverage.

e. Computer Fraud

a. We will pay for the loss of or damage to "money", "securities" and other property resulting directly from the use of an insured's computer by a natural person, other than an "employee", to fraudulently cause a transfer of "money", "securities" or other property from inside a building at the described premises or from any bank or similar safe depository:

(a) To a person outside those premises; or

(b) To a place outside those premises.

b. The most we will pay for loss or damage in any one occurrence under this Additional Coverage is \$25,000.

f. Money Orders And Counterfeit Paper Currency

(1) We will pay for loss resulting directly from you having accepted the following items in good faith and in exchange for merchandise, "money" or services:

(a) Money orders issued by any post office, express company or bank that are not paid upon presentation; or

(b) "Counterfeit" paper currency that is acquired during the regular course of business.

(2) The most we will pay for any loss in any one occurrence under this Additional Coverage is \$5,000.

g. Forgery Or Alteration

(1) We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain of "money" drawn against your bank account.

(2) For the purpose of this coverage, we will consider electronically or mechanically reproduced facsimile signatures the same as handwritten signatures.

(3) If you are sued for refusing to pay any instrument covered in Paragraph **g.(1)** above on the basis that it has been forged or altered and you have our written consent to defend against the suit, we will pay for any reasonable and necessary legal expenses that you incur and pay in that defense.

(4) The most we will pay for any loss in any one occurrence, including legal expenses, under this Additional Coverage is \$25,000.

h. Employee Dishonesty

(1) We will pay for the direct loss of Your Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons except you or any of your partners, members or "managers" with the manifest intent to:

(a) Cause you to sustain loss; and

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- (b) Obtain financial benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment, for:
 - (i.) Any "employee"; or
 - (ii.) Any other person or organization.
- (2) We will not pay for loss resulting from any dishonest or criminal act that you or any of your partners, members, officers, "managers", directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons.
- (3) All loss caused by one or more persons or involving a single act or series of acts is considered one occurrence.
- (4) We will pay only for loss you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, the Limit of Insurance for this Additional Coverage does not accumulate from year to year or policy period to policy period.
- (5) This Additional Coverage does not apply to loss caused by any "employee" sustained after:
 - (a) You; or
 - (b) Any of your partners, officers or directors, or members or "managers" not in collusion with the "employee";discover any dishonest act committed by that "employee" before or after being hired by you.
- (6) If you discover a loss during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
 - (a) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (b) The loss would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss were committed or occurred.
- (7) The insurance under Paragraph (6). above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - (a) This Additional Coverage as of its effective date; or
 - (b) The prior insurance, had it remained in effect.
- (8) We will pay only for loss sustained during the policy period and discovered no later than one year from expiration of the policy.
- (9) The most we will pay for loss in any one occurrence under this Additional Coverage is \$50,000.
- (10) The following extends the **Employee Dishonesty** Coverage provided herein, to include coverage in compliance with certain provisions of the **Employee Retirement Income Security Act (ERISA)**:
 - (a) With respect solely to this coverage, we will include as a Named Insured under the **Employee Dishonesty** Coverage any:
 - (i.) Employee welfare benefit plan;
 - (ii.) Employee pension benefit plan; and
 - (iii.) Any plan subject to the **Employee Retirement Income Security Act of 1974** and any amendments thereto;owned, controlled or operated by you which you provide solely for the benefit of your "employees" (hereinafter collectively called Plan).
 - (b) The definition of "employee" with respect to **ERISA** coverage, is extended to include any natural person who is:
 - (i.) A trustee, an officer, administrator or a "manager", except an administrator or a "manager" who is an independent contractor, of any employee welfare or pension benefit plan insured under this insurance, and
 - (ii.) Your director or trustee while that person is handling funds or other property of any Plan insured under this insurance.
 - (c) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for the **Employee Dishonesty** Coverage that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.

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- (d) If the First Named Insured is an entity other than a Plan, any payment we make to that insured for loss sustained by any Plan will be held by that Insured for the use and benefit of the Plan sustaining the loss.
 - (e) For loss sustained by two or more Plans, or of commingled funds or other property of two or more Plans that arise out of one occurrence, any payment we make will be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each Plan under **ERISA** provisions bears to the total of those amounts.
 - (f) The Limit of Insurance shown above for **Employee Dishonesty** applies to this coverage. The Limit of Insurance for **ERISA** is provided within and not in addition to the Limit of Insurance for **Employee Dishonesty**.
- i. **Expediting Expense**
 - (1) In the event of a Covered Cause of Loss to Covered Property at described premises and newly acquired premises, we will pay for the reasonable and necessary additional expenses you incur to:
 - (a) Make temporary repairs;
 - (b) Expedite permanent repair or replacement of damaged property, whichever is less; or
 - (c) Provide training on replacement machines or equipment.
 - (2) The additional expenses you incur include overtime wages, the extra cost of express or other rapid means of transportation, and expenses to bring computer systems back to operational status.
 - (3) The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000.
- j. **Reward Payment** (Not available in New York)
 - (1) We will reimburse you for rewards you have paid leading to:
 - (a) The successful return of substantially undamaged stolen articles to a law enforcement agency; or
 - (b) The arrest and conviction of any persons for having damaged or stolen any of your covered property.
 - (2) The most we will pay in any one occurrence under this Additional Coverage is 25% of the covered loss (prior to the recovery of any stolen articles) up to a maximum of \$5,000 for the reward payments you make. These reward payments must be documented.
 - (3) No deductible applies to this Additional Coverage.
- k. **Utility Services**
 - (1) We will pay for direct physical loss by a Covered Cause Of Loss to Covered Property caused by an interruption of utility services to the described premises. The interruption must be caused by or result from direct physical loss or direct physical damage by a Covered Cause of Loss to property outside the described premises boundaries and which provides the utility services listed below.
 - (2) Utility services includes the following:
 - (a) Water supply services meaning pumping stations and water mains supplying water to described premises;
 - (b) Communication supply services meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as communication transmission lines, optic fiber transmission lines, coaxial cables, microwave radio relays except satellites; and
 - (c) Power supply services meaning utility generating plants, switching stations, substations, transformers and transmission lines.
 - (3) Loss or damage caused by or resulting from damage to overhead transmission lines is included. The term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.
 - (4) The most we will pay for loss in any one occurrence under this Additional Coverage is \$10,000.
- l. **Extra Expense**
 - (1) We will pay the actual and necessary Extra Expense you sustain due to direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of such premises. If you are a tenant, your premises is the portion of the building which you rent, lease or occupy, and includes:
 - (a) All routes within the building to gain access to the described premises; and
 - (b) Your personal property in the open or personal property in a vehicle within 1,000 feet.

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- (2) Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property:
 - (a) To avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location;
 - (b) To minimize the "suspension" of business if you cannot continue "operations";
 - (c) To repair or replace any property; or
 - (d) To research, replace or restore the lost information on damaged valuable papers and records; but only to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.
 - (3) The most we will pay for loss or damage in any one occurrence under this Additional Coverage is \$25,000.
 - (4) The provisions of this Additional Coverage are superseded by **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED** or **EXTRA EXPENSE COVERAGE FORM**, if attached to and made a part of this Policy.
3. Section **A. Coverage**, Paragraph **5. Coverage Extensions** is amended as follows:
- a. **Personal Effects and Property of Others**
The limit in the last paragraph is increased to \$25,000.
 - b. **Valuable Papers And Records (Other Than Electronic Data)**
Sub-paragraph (4) is deleted and replaced by the following:
 - (4) The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$50,000. For valuable papers and records not at a described premises, the most we will pay is \$10,000 in any one occurrence. Such amounts are additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.
 - c. **Property Off-Premises**
 - (1) The limit in sub-paragraph (3) is increased to \$25,000.
 - (2) The following is added:
This extension also applies to "computer equipment" while such property is in the course of transit or is located at a premises you do not own, lease or operate for not more than 90 days.
 - d. **Outdoor Property**
Paragraph e. **Outdoor Property** is deleted and replaced by the following:
 - e. **Outdoor Property**
 - (1) You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:
 - (a) Fences and retaining walls that are not a part of a building. The most we will pay for loss or damage under this Extension is \$10,000 in any one occurrence;
 - (b) Outdoor radio, television, satellite or other antennas, including their masts, towers and lead-in and support wiring. The most we will pay for loss or damage under this Extension is \$5,000 in any one occurrence.
 - (c) Trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof). The most we will pay for loss or damage, including debris removal expense, under this Extension is \$5,000, but not more than \$500 for any one tree, shrub or plant.
 - (d) Outdoor signs owned by you or owned by others in your care, custody or control. The most we will pay for loss or damage under this Extension is \$25,000 in any one occurrence.
 - (2) But we will only pay for loss or damage caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:
 - (a) Fire;
 - (b) Lightning;
 - (c) Explosion;
 - (d) Riot or civil commotion; or

(e) Aircraft.

- (3) Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

4. Section **A. Coverage**, Paragraph **5. Coverage Extensions** is amended to add the following:

a. Accounts Receivable

- (1) If your records of accounts receivable are lost or damaged by a Covered Cause Of Loss, we will pay:
- (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
 - (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable.
- (2) With regard to this Coverage Extension, the following is added under Paragraph **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM**:
We will not pay for loss or damage caused by or resulting from:
- (a) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking, or withholding of "money", "securities", or property. This provision applies only to the extent of the wrongful giving, taking or withholding.
 - (b) Bookkeeping, accounting, or billing errors or omissions.
 - (c) Electrical or magnetic injury, disturbance, or erasure of electronic recordings. But we will pay for direct loss or damage caused by lightning.
 - (d) Errors in machine programming or instructions to machines.
 - (e) Operator or programmer error.
 - (f) Unauthorized instructions to transfer property to any person or to any place.
- We will not pay for loss or damage that requires any audit of records of any inventory to prove its factual existence.
- (3) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
- (a) Determine the total of the average monthly amounts of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs; and
 - (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average that month.
- (4) The following will be deducted from the total amount of accounts receivable, however that amount is established:
- (a) The amount of the accounts for which there is no loss or damage;
 - (b) The amount of the accounts that you are able to re-establish or collect;
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (d) All unearned interest and service charges.
- (5) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at each described premises is \$50,000.
- (6) For accounts receivables not at a described premises, the most we will pay in any one occurrence is \$10,000.

b. Sewers And Drains – Discharge Of Water

- (1) The Covered Causes of Loss is extended to include direct physical loss or damage to Covered Property caused by or resulting from water or waterborne material from a sewer, drain or sump located on:
- (a) The described premises; and
 - (b) The premises of Newly Acquired Or Constructed Property as described in **A.5.a. in BUILDING AND PERSONAL PROPERTY COVERAGE FORM** and **CONDOMINIUM ASSOCIATION COVERAGE FORM**;
- provided such discharge is not induced by flood or flood-related conditions. Flood or flood-related conditions include surface water, waves (including tidal and tsunami), tides, tidal water, overflow

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of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge).

- (2) We will not pay for the cost of repairing or replacing a sewer, drain, sump, sump pump or any related parts or equipment.
- (3) With regard to this coverage, subparagraph (3) of the Water Exclusion within this policy is deleted.
- (4) The most we will pay for loss or damage in any one occurrence under this Coverage Extension is \$25,000.

c. Tenant Glass

- (1) You may extend Your Business Personal Property coverage to apply to loss or damage to "building glass" caused by or resulting from any Covered Cause Of Loss.
 - (2) This Additional Coverage applies when you are a tenant and have a written contractual obligation to insure the "building glass". However, we will not pay for loss or damage under this Additional Coverage when such written contract also requires you to insure the building.
 - (3) The Limit of Insurance for Tenant Glass is provided within and not in addition to the Limits of Insurance shown in the Declarations as applicable to Your Business Personal Property.
5. The second paragraph of Section C. **Limits of Insurance** is amended as follows:
The limit for outdoor signs is deleted.

B. CAUSES OF LOSS – SPECIAL FORM, Section F. Additional Coverage Extensions is amended by the following:

The limit for **Property In Transit** in Paragraph 1.c. is increased to \$25,000.

C. For the purposes of this endorsement, Section H. Definitions in the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** and **CONDOMINIUM ASSOCIATION COVERAGE FORM** is amended as follows:

1. The following definitions are added:

- a. "Building glass" means glass that is part of the building or structure, including solar panels, glass building blocks, skylights, glass doors and windows and their encasement frames, alarm tape, lettering and ornamentation.
"Building glass" does not include art glass, half tone screens, lenses, memorial windows, mosaic art, rotogravure screens or any stained glass.
- b. "Computer equipment" means and includes the following equipment:
 - (1) Computer hardware, including micro-processors and related component parts;
 - (2) Peripheral equipment, such as printers and modems;
 - (3) Computer network equipment; and
 - (4) Electronic communications equipment.
- c. "Counterfeit" means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
- d. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service; and
 - (b) Whom you compensate directly by salary, wages or commissions; and
 - (c) Whom you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) to meet seasonal or short term work load conditions; while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

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- e. "Financial institution premises" means the interior of that portion of any building occupied by a bank, savings bank, savings and loan association, trust company, credit union or similar depository institution.
- f. "Forgery" means the signing of the name of another person or organization with intent to deceive. "Forgery" does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- g. "Manager" means a person serving in a directorial capacity for a limited liability company.
- h. "Messenger" means you, any of your partners or any "employee" while having care and custody of the property outside the premises.
- i. "Money" means currency, coins and bank notes in current use and having a face value; and Travelers checks, register checks and money orders held for sale to the public. The value of "money" will be at its face value or its equivalent (if from a country other than the United States of America) based on exchange rates in effect when the loss occurred. "Money" does not include virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.
- j. "Operations" means your business activities occurring at the described premises and the tenantability of the insured locations.
- k. "Period of restoration" means the period of time that:
 - (1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - (2) Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality."Period of restoration" does not include any increased period required due to the enforcement of any law that regulates the construction, use or repair, or requires the tearing down of any property. The expiration date of this policy will not cut short the "period of restoration".
- l. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
 - (1) Caused or threatened to cause that person bodily harm; or
 - (2) Committed an obviously unlawful act witnessed by that person.
- m. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
 - (1) Redeemed coupons, tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - (2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
- n. "Suspension" means:
 - (1) The slowdown or cessation of your business activities; or
 - (2) That part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
- o. "Theft" means the unlawful taking of property, including "money", "securities", or other property to the deprivation of the insured.

All other terms and conditions of the policy remain unchanged.

State:	District of Columbia	Filing Company:	NOVA Casualty Company
TOI/Sub-TOI:	01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)		
Product Name:	CW Nova CP Form Rev Filing		
Project Name/Number:	Specialty/Nova/CP/CW-CP-20016		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A - not applicable to this filing
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A - we are not a third party filer
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A - not applicable to this filing
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A - not applicable to this filing
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	CW Explanatory Memorandum
Comments:	
Attachment(s):	Countrywide Explanatory Memo - Property.pdf
Item Status:	
Status Date:	

Satisfied - Item:	CP Forms Revision - Side by Side Comparisons
Comments:	
Attachment(s):	ACP0169_12-19-Property Ultra-NFP_Mark up.pdf APR00011217 Property Extra Endorsement marked up copy.pdf
Item Status:	

SERFF Tracking #:	HNVR-132221484	State Tracking #:		Company Tracking #:	CW-CP-20016
State:	District of Columbia	Filing Company:	NOVA Casualty Company		
TOI/Sub-TOI:	01.0 Property/01.0001 Commercial Property (Fire and Allied Lines)				
Product Name:	CW Nova CP Form Rev Filing				
Project Name/Number:	Specialty/Nova/CP/CW-CP-20016				
Status Date:					

Explanatory Memorandum Forms Commercial Property

In compliance with the insurance laws and regulations in your state, NOVA Casualty Company (NCC), a member of Insurance Services Office (ISO), respectfully submits the following revised forms for use with Division Five – Commercial Fire and Allied Lines.

Revised Forms:

Proprietary Endorsements

ACP0169 – Property Ultra Coverage – Not-For-Profit-Organizations

We recently filed ACP0169 to add underground pipe coverage and theft of personal effects. However, the theft of personal effects was included in the marked-up copy but not in the clean copy of the form. Therefore, we are submitting a new clean copy of the form to include theft of personal effects.

APR0001 – Property Extra Endorsement

NCC is submitting a revised proprietary form for use with Division Five – Commercial Fire and Allied Lines. We are refiling APR0001 Property Extra Endorsement to correct a typo. The Limits of Insurance for Increased Cost of Construction should be \$100,000 or 10%. The previously filed form used the word 'and' instead of 'or'.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY ULTRA COVERAGE – NOT- FOR- PROFIT ORGANIZATIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM

SUMMARY OF COVERAGES AND LIMITS

This is a summary of the various coverages and limits provided by this endorsement. No coverage is provided by this summary. Refer to the provisions in Sections **A.** through **K.** to determine the scope of the insurance protection provided by this endorsement.

SCHEDULED COVERAGES	LIMITS OF INSURANCE
Automated External Defibrillators	\$ 5,000
Boundary Extension	1,000 feet
Broadened Named Insured	Included
Claim Data Expenses	\$ 10,000
Computer Fraud	\$10,000/\$30,000
Crisis Communication Expenses	\$12,500/\$25,000
Electronic Data Processing Equipment And Electronic Data	\$50,000/\$50,000
Expanded Building Definition	Included
Fine Arts	\$ 25,000
Fire Department Service Charge	\$ 25,000
Fire Extinguisher Systems Recharge Expenses	\$ 25,000
Newly Acquired or Constructed Property:	
• Building	\$1,000,000
• Your Business Personal Property	\$ 500,000
Ordinance Or Law- Undamaged Portion Of The Building (Coverage A)	\$ 250,000
Outdoor Signs	\$10,000
Personal Effects And Property Of Others	\$10,000/\$50,000
Property In Transit	\$ 25,000
Reward Payment	25% or \$25,000
Sewers And Drains- Discharge Of Water	\$ 30,000
Spoilage- Direct Damage	\$ 10,000
Tenant Glass	Included
Tenant Move Back Expenses	\$ 25,000
Unintentional Errors In Description	Included

COVERAGES WITH COMBINED LIMITS OF INSURANCE	LIMITS OF INSURANCE
Various:	\$ 100,000
Accounts Receivable	Included
Business Income (And Extra Expense)	Included
Valuable Papers And Records	Included
Crime:	\$ 25,000
Employee Dishonesty	Included
Forgery Or Alteration	Included
Identity Theft Expenses	Included
Money And Securities	Included
Ordinance Or Law (Coverages B&C):	\$ 250,000
Demolition Cost Coverage (Coverage B)	Included
Increased Cost Of Construction Coverage (Coverage C)	Included

The Limits of Insurance indicated in this endorsement are the most we will pay for the coverages included in this endorsement. If two or more different coverages in this endorsement or in this policy apply to the same loss, the higher Limits of Insurance will apply. If additional limits for the same coverage are purchased, the limits shown in this endorsement will apply in excess of the insurance purchased separately. The Building and Business Personal Property Deductible shown in the Declarations applies unless otherwise indicated. Throughout this endorsement, any reference to described premises means the premises described in the Declarations and any reference to covered location means the location shown in the Schedule of Locations.

A. The Named Insured shown in the Declarations is amended to include:

1. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance; and
2. For Building coverage only, any person or organization that rents a building to you if you are required by written lease agreement or any other written contract to provide such insurance for the interest of the building owner.

B. COMBINED LIMITS OF INSURANCE

1. Selected coverages in this endorsement and coverages in the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP0010** share Combined Limits of Insurance in this endorsement as follows:
 - a. **\$100,000** – Accounts Receivable, Business Income and Extra Expense, and Valuable Papers And Records;
 - b. **\$25,000** – Employee Dishonesty, Forgery Or Alteration, Identity Theft Expenses and Money And Securities.
2. For covered loss or damage provided by one or more of the coverages listed below:
 - a. Accounts Receivable;
 - b. Business Income And Extra Expense; and
 - c. Valuable Papers And Records;

we will pay up to \$100,000 in total for any one occurrence, regardless of the number of applicable coverages, or items lost or damaged. This Limit of Insurance applies in excess of the Deductible shown in the Declarations. After loss, you may allocate this Limit of Insurance among the coverages shown in **2. a., b. and c.** above, however, the aggregate allocation or amount payable will not exceed the \$100,000 Combined Limit of Insurance.
3. For covered loss or damage provided by one or more of the coverages listed below:
 - a. Employee Dishonesty;
 - b. Forgery Or Alteration;
 - c. Identity Theft Expenses; and
 - d. Money And Securities;

we will pay up to \$25,000 in total for any one occurrence, regardless of the number of applicable coverages, or items lost or damaged. This Limit of Insurance applies in excess of the Deductible shown in the Declarations. After loss, you may allocate this Limit of Insurance among the coverages shown in **3. a., b., c., and d.** above, however, the aggregate allocation or amount payable will not exceed the \$25,000 Combined Limit of Insurance.

C. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section A. Coverage, is amended by the following:

1. All references to property within 100 feet of the described premises are changed to within 1,000 feet of the described premises.

2. The following are added to Paragraph **1.a. Building**:
 - a. Fences;
 - b. Retaining walls;
 - c. Walks, patios or other paved surfaces;
 - d. The cost of excavations, grading, backfilling or filling;
 - e. Foundations of buildings, structures, machinery or boilers; and
 - f. Underground pipes, flues or drains; and
 - g. Television and radio towers, antennas, satellite dishes, guy wires, lead-in wiring and masts.
 Property permanently attached to these types of property is included.
3. Paragraph **2. Property Not Covered** is amended by the following:
Paragraphs **d.**, **f.**, **g.**, **i.** and **m.** are deleted.
4. Paragraph **A.2.q.(2)** is deleted and replaced by the following:
Trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

D. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section A. Coverage, Paragraph 4. Additional Coverages is amended to add the following:

1. **Claim Data Expenses**
 - a. We will pay for the reasonable and necessary expenses you incur to prepare claim data when we require it. This includes the cost of taking inventories, making appraisals and preparing other documentation to show the extent of loss.
 - b. We will not pay for:
 - (1) Any expenses incurred, directed or billed by or payable to attorneys, insurance adjusters or their associates or subsidiaries;
 - (2) Any costs as provided in Section **E. Loss Conditions**, paragraph **2. Appraisal**; or
 - (3) Any expenses incurred, directed or billed by or payable to insurance brokers or agents, or their associates or subsidiaries without our written consent prior to such expenses being incurred.
 - c. The most we will pay in any one occurrence is \$10,000.
2. **Computer Fraud**
 - a. We will pay for the loss of "money", "securities" and other property resulting directly from the unauthorized use or access of an insured's computer by a natural person, other than an "employee", to fraudulently cause a transfer of "money", "securities" or other property from inside a building at the described premises or from any bank or similar safe depository:
 - (1) To a person outside those premises; or
 - (2) To a place outside those premises.
 - b. The most we will pay for loss or damage in any one occurrence is \$10,000, subject to \$30,000 in total for all occurrences during the policy term.
3. **Crisis Communication Expenses**
 - a. We will pay for the actual "crisis communication expenses" you incur due to an "incident" arising from a "crisis" occurring at any of the premises shown in the Declarations or at an event sponsored by you.
 - b. We will only reimburse you for those "crisis communication expenses" you incur as a direct result of an "incident" that occurs during the policy period and which is reported to us in writing within 180 days of the date the "crisis" "incident" occurred.
 - c. The most we will pay is \$12,500 per "incident" and \$25,000 in total for all "incidents" during the policy term.
4. **Employee Dishonesty**
 - a. We will pay for direct loss to Your Business Personal Property and for the direct loss of "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - (1) Cause you to sustain loss or damage; and

- (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for;
 - (a) Any "employee"; or
 - (b) Any other person or organization.
 - b. We will not pay for loss resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
 - c. All loss caused by one or more persons or involving a single act or series of acts is considered one occurrence.
 - d. If any loss is covered:
 - (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss you sustain through acts committed or events occurring during the annual policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, the Limit of Insurance does not accumulate from year to year or policy period to policy period.
 - e. This Additional Coverage does not apply to loss caused by any "employee" sustained after:
 - (1) You; or
 - (2) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of any dishonest act committed by that "employee" before or after being hired by you.
 - f. We will pay only for covered loss sustained during the policy period and discovered no later than one year from the end of the policy expiration.
 - g. See Paragraph **B.3. Combined Limits Of Insurance** in this endorsement for the Limits of Insurance applicable to this coverage.
- 5. **Fire Extinguisher Systems Recharge Expenses**
 - a. We will pay for the cost of:
 - (1) Recharging or refilling your fire extinguishers and fire extinguishing systems that have discharged accidentally or discharged while being used to combat a covered fire; and
 - (2) In the event of an accidental discharge, replacing or repairing faulty valves or controls which caused the discharge.
 - b. No coverage will apply if the fire extinguishing system is discharged during installation or testing.
 - c. The most we will pay in any one occurrence is \$25,000.
 - d. No deductible applies to this Additional Coverage.
- 6. **Forgery Or Alteration**
 - a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain of "money" that are drawn against your bank account.
 - b. For the purpose of this coverage, we will consider electronically or mechanically reproduced facsimile signatures the same as handwritten signatures.
 - c. If you are sued for refusing to pay any instrument covered in Paragraph **a.** above on the basis that it has been forged or altered and you have our written consent to defend against the suit, we will pay for any reasonable and necessary legal expenses that you incur and pay in that defense.
 - d. See Paragraph **B.3. Combined Limits Of Insurance** in this endorsement for the Limits of Insurance applicable to this coverage.
- 7. **Identity Theft Expenses**
 - a. We will reimburse you in any one policy term for the reasonable and necessary expenses incurred by any director or officer presently working for the Named Insured as a direct result of any "identity theft" occurring, discovered and reported during the policy period.

- b. Identity theft expenses are limited to the following:
 - (1) The costs of notarizing documents required by financial institutions or similar creditors as testaments to fraud;
 - (2) The costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar creditors; and
 - (3) The loan application fees for re-applying for loans when the original application is rejected solely because of incorrect credit information.
 - c. See Paragraph **B.3. Combined Limits Of Insurance** in this endorsement for the Limits of Insurance applicable to this coverage.
 - d. No deductible applies to this Additional Coverage.
- 8. Money And Securities**
- a. We will pay for loss of "money" and "securities" used in your business resulting directly from "theft", disappearance, or destruction, while:
 - (1) In or on the described premises, or within a bank or savings institution; or
 - (2) Anywhere outside the premises.
 - b. We will not pay for loss:
 - (1) Resulting from accounting or arithmetical errors or omissions;
 - (2) Due to the giving or surrendering of property in any exchange or purchase; or
 - (3) Of property contained in any "money"- operated device unless the amount of "money" deposited in it is recorded by a continuous reading instrument in the device.
 - c. You must keep records of all "money" and "securities" so we can verify the amount of any loss.
 - d. All loss caused by one or more persons or involving a single act or series of related acts is considered one occurrence.
 - e. See Paragraph **B.3. Combined Limits Of Insurance** in this endorsement for the Limits of Insurance applicable to this coverage.
- 9. Reward Payment (Not available in New York)**
- a. We will reimburse you for rewards paid as follows:
 - (1) Up to 25% of the loss or damage up to a maximum of \$25,000 in any one occurrence to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However we will pay no more than the lesser of the following amounts:
 - (a) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
 - (b) The amount determined by the loss settlement procedure applicable to the Covered Property under Section **E. Loss Conditions**, paragraph **4. Loss Payment**.
 - (2) Up to \$25,000 in any one occurrence to an eligible person for the return of stolen Covered Property, when the loss or damage is caused by "theft". However, we will pay no more than the lesser of the following amounts:
 - (a) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
 - (b) The amount determined by the loss settlement procedure applicable to the returned Covered Property under Section **E. Loss Conditions**, paragraph **4. Loss Payment**.
 - b. This Additional Coverage applies subject to the following conditions:
 - (1) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property and who is not:
 - (a) You or any family member;
 - (b) Your "employee" or any of his or her family members;
 - (c) An "employee" of a law enforcement agency;
 - (d) An "employee" of a business engaged in property protection;
 - (e) Any person who had custody of the Covered Property at the time the "theft" was committed; or
 - (f) Any person involved in the crime.

- (2) No reward will be reimbursed unless and until the persons committing the crime are convicted or the Covered Property is returned.
- c. No deductible applies to this Additional Coverage.

E. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section A. Coverage, Paragraph 5. Coverage Extensions is amended to add the following:

1. Accounts Receivable

- a. If your records of accounts receivable are lost or damaged by a Covered Cause Of Loss, we will pay:
 - (1) All amounts due from your customers that you are unable to collect;
 - (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (3) Collection expenses that are in excess of your normal collection expenses that are made necessary by the loss or damage; and
 - (4) Other reasonable and necessary expenses that you incur to re-establish your records of accounts receivable.
- b. With regard to this extension, the following is added under Paragraph **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM CP 10 30**:
We will not pay for loss or damage caused by or resulting from:
 - (1) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking, or withholding of money, securities, or other property. This provision applies only to the extent of the wrongful giving, taking or withholding.
 - (2) Bookkeeping, accounting, or billing errors or omissions.
 - (3) Electrical or magnetic injury, disturbance, or erasure of electronic recordings. But we will pay for direct loss or damage caused by lightening.
 - (4) Errors in machine programming or instructions to machines.
 - (5) Operator or programmer error.
 - (6) Unauthorized instructions to transfer property to any person or to any place.
 We will not pay for loss or damage that requires any audit of records of any inventory to prove its factual existence.
- c. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
 - (1) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and
 - (2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average that month.
- d. The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (1) The amount of the accounts for which there is no loss or damage;
 - (2) The amount of the accounts that you are able to re-establish or collect;
 - (3) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (4) All unearned interest and service charges.
- e. See Paragraph **B.2. Combined Limits Of Insurance** in this endorsement for the Limits of Insurance applicable to this coverage.

2. Automated External Defibrillators

- a. We will pay up to \$5,000 in any one occurrence to cover physical loss or physical damage caused by a Covered Cause of Loss to automated external defibrillators located at each premises described in the Declarations.

3. Electronic Data Processing Equipment

- a. We will pay for loss or damage to "electronic data processing equipment" located in or on:
 - (1) A building described in the Declarations or in the open within 1,000 feet of the described premises;
 - (2) A building you newly acquire at a location described in the Declarations ; or

- (3) At any location you acquire by purchase or lease (other than at fairs, trade shows or exhibitions).
 - b. With respect to insurance provided in **a.(2)** and **a.(3)** above, coverage will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 90 days after you acquire the property or begin to construct the property;
 - (3) You report values to us; or
 - (4) The property is more specifically insured.
 - c. The most we will pay in any one occurrence is \$50,000.
- 4. Fine Arts**
- a. We will pay for direct physical loss or damage to fine arts that you own or that belong to others while in your care, custody or control.
 - b. Fine arts include property of rare, historical or artistic merit including, but not limited to, paintings, drawings, etchings, pictures, tapestries, art or rare glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry and bric-a-brac.
 - c. Our payment for loss of or damage to fine arts of others in your care, custody or control will only be for the account of the owner of the fine arts.
 - d. The value of fine arts, including newly acquired property, will be based on a qualified, professional appraisal conducted within the last three years. If an appraisal is not available, the value will be based on the least of the following amounts:
 - (1) The actual cash value of the property;
 - (2) The cost of reasonably restoring that property to its condition immediately before loss; or
 - (3) The cost of replacing that property with substantially identical property.
 In the event of loss, the value of the property will be determined as of the time of loss.
 - e. The most we will pay in any one occurrence is \$25,000 at each described premises.
- 5. Sewers And Drains – Discharge Of Water**
- a. The Covered Causes Of Loss is extended to include direct physical loss or damage to Covered Property caused by or resulting from a discharge of water or waterborne material from a sewer, drain or sump located on the described premises, provided such discharge is not caused by or resulting from any flood. Flood means a general and temporary condition of partial or complete inundation of normally dry land areas due to:
 - (1) The overflow of inland or tidal waters;
 - (2) The unusual or rapid accumulation of runoff of surface waters from any source; or
 - (3) Mudslides or mudflows which are caused by flooding as defined in **(2)** above.
 For the purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.
 - b. With regard to this coverage, subparagraph **(3)** of the **Water Exclusion** in the **CAUSES OF LOSS – SPECIAL FORM** is deleted.
 - c. We will not pay the cost of repairing or replacing a sewer, drain, sump, sump pump or any related parts or equipment.
 - d. The most we will pay for direct physical loss is \$30,000 in any one occurrence or the Limits of Insurance shown in the Declarations for your covered building and business personal property, whichever is less.
- 6. Spoilage – Direct Damage**
- a. We will pay for direct physical loss or damage to Your Business Personal Property and Personal Property of Others caused by:
 - (1) Change in temperature or humidity resulting directly from:
 - (a) Fluctuation or total interruption of electrical power on the covered premises resulting from conditions beyond your control;
 - (b) Mechanical breakdown of any refrigerating or cooling apparatus or equipment, including the blowing of any fuse, fuses or circuit breakers;
 - (c) The freezing of perishable “stock” resulting from the faulty operation of any stationary heating plant, when such perishable “stock” is within a building on the covered premises; or

- (2) Contamination by a refrigerant, ammonia or any other substance that is declared to be hazardous to health by a governmental agency resulting from mechanical breakdown or failure of equipment.
- b. We will not pay for loss or damage caused by:
 - (1) The disconnection of any refrigeration, cooling, heating or humidity control equipment or apparatus from the source of power;
 - (2) The deactivation or reduction electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power from an electrical utility company or other power source caused by deliberate acts taken to shed load or to maintain system integrity;
 - (3) The inability of an electrical utility company or other power source to provide sufficient power due to a cyber breach, lack of fuel, governmental order or lack of generating capacity to meet demand.
- c. The most we will pay for loss or damage in any one occurrence is \$10,000.

7. Tenant Glass

- a. You may extend Your Business Personal Property coverage to apply to loss or damage to building glass resulting from or caused by a Covered Cause of Loss.
- b. This Coverage Extension applies when you are a tenant and have a contractual obligation to insure the building glass. However, we will not pay for loss or damage under this Coverage Extension when such contract also requires you to insure the building.
- c. Building glass is considered the glass that is part of the building or structure, including solar heating panels, glass building blocks, skylights, glass doors and windows and their encasement frames, alarm tape, lettering and ornamentation. It does not include art glass, half tone screens, lenses, memorial windows, mosaic art, rotogravure screens or any stained glass.
- d. This coverage is included within the Limits of Insurance shown in the Declarations as applicable to Your Business Personal Property.

8. Tenant Move Back Expenses

- a. In the event that your tenants must temporarily vacate the covered building at the described premises, we will pay the following expenses you actually incur to move those tenants out of and back into your covered building. The vacancy must have occurred while the portion of the building rented by the tenant could not be occupied due to direct physical loss or damage by a Covered Cause of Loss.
- b. Expenses are limited to the following:
 - (1) Packing and transporting tenant's business personal property including the cost of insuring the move out and back and any necessary disassembly and reassembly or setup of fixtures and equipment; and
 - (2) The net cost to discontinue and re-establish the tenants' utility and telephone services, after any refunds due the tenants.
 - (3) Costs to unpack and reshel stock and supplies.
- c. Expenses do not include:
 - (1) Damage caused by the termination of a lease or other agreement; or
 - (2) Security deposits or other payments, forfeiture or penalties to the landlord or lessor of other premises.
- d. We will only pay for expenses that you actually incur within 60 days of the date that the damaged building has been repaired or rebuilt.
- e. If the tenant has valid and collectible insurance which would pay for Tenant Move Back Expenses, we will pay only for the amount in excess of the amount payable for such insurance.
- f. Regardless of the number of tenants involved, the most we will pay in any one occurrence is \$25,000.

F. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section A. Coverages, Paragraph 4. Additional Coverages is amended by the following:

1. Electronic Data

The limit in subparagraph (4) is increased from \$2,500 to \$50,000.

2. Fire Department Service Charge

The limit in paragraph c. is increased from \$1,000 to \$25,000 and no deductible applies to this Additional Coverage.

3. Increased Cost Of Construction is deleted and replaced by the following:

Ordinance Or Law

- a. We will pay for the following loss or damage caused by the enforcement of any ordinance or law:

(1) Coverage A - Coverage For Loss To The Undamaged Portion Of The Building

- (a) In the event of damage to covered buildings by a Covered Cause of Loss, we will pay for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the covered property.
- (b) If the property is repaired or replaced, on the same or another premises, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:
 - (i) The amount you spend to repair, reconstruct or remodel the building on the same premises and to the same height, floor area, style and comparable quality to the original property insured; or
 - (ii) The Limit of Insurance applicable to the covered building property.
- (c) If the property is not repaired or replaced, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:
 - (i) The actual cash value of the building at the time of loss; or
 - (ii) The Limit of Insurance applicable to the covered building property.
- (d) The most we will pay under **Coverage A** is \$250,000.

(2) Coverage B - Demolition Cost Coverage

- (a) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building as a consequence of a requirement to comply with ordinance or law that requires demolition of such undamaged property.
- (b) The most we will pay under Coverage **B** is shown in subparagraph (4) below.

(3) Coverage C - Increased Cost Of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the increased costs subject to the following limitations:

- (a) We will not pay for the increased cost of construction:
 - (i) Unless the reconstructed or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law;
 - (ii) Until the property is actually repaired or replaced, at the same or another premises;
 - (iii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years; or
 - (iv) If you were required to comply with the ordinance or law before the loss, even when the building was undamaged, and you failed to comply.
- (b) If the building is repaired or replaced at the same premises the most we will pay for the increased cost of construction is the increased cost of construction at the premises. If you elect to reconstruct at another premises, or if the ordinance or law requires you to relocate to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- (c) The most we will pay under Coverage **C** is shown in subparagraph (4) below.

(4) Coverages **B** and **C** above share Combined Limits Of Insurance. For covered loss or damage, we will pay up to \$250,000 in total for any one occurrence, regardless of the number of applicable coverages in any one occurrence, or:

(a) In the case of Coverage **B**, the amount you actually spend to demolish and clear the site of the described premises, whichever is less; or

(b) In the case of Coverage **C**, the amount you actually spend to repair, reconstruct or remodel the damaged parts of the building, whichever is less.

You may allocate this limit among the applicable coverages as you choose.

b. Under this Additional Coverage, we will not pay for:

(1) The enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot, or bacteria; or

(2) Any costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot, or bacteria.

c. The ordinance or law referred to in this Additional Coverage is an ordinance or law that regulates the demolition, construction or repair of property, or establishes zoning or land use requirements at the described premises and is in force at the time of loss.

d. This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Additional Coverage.

e. This Additional Coverage applies only to the buildings if the Replacement Cost Optional Coverage applies.

f. With respect to this Additional Coverage, the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP0010** is amended as follows:

(1) Section **E. Loss Conditions**, Paragraph **4.b.** of **Loss Payment** does not apply.

(2) Section **E. Loss Conditions**, Paragraph **7.b.** of **Valuation** does not apply.

(3) Section **F. Additional Conditions**, Paragraph **1. Coinsurance**, but only with respect to coverages **a.(2)** and **a.(3)** above, does not apply.

(4) Section **G. Optional Coverages**, Paragraph **3.f.** of **Replacement Cost** does not apply.

g. With respect to this Additional Coverage, the **CAUSES OF LOSS – SPECIAL FORM CP1030**, Paragraph **B. Exclusions**, **1.a. Ordinance Or Law** does not apply.

G. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section **A. Coverages**, Paragraph **5. Coverage Extensions** is amended by the following:

1. Newly Acquired Or Constructed Property

a. The limit in subparagraph **(1)** is increased from \$250,000 to \$1,000,000;

b. The limit in subparagraph **(2)** is increased from \$100,000 to \$500,000; and

c. Subparagraph **(2)** is amended to include **Personal Property Of Others** and **Electronic Data** as described in **A.1.c.** and **A.5.f.**

2. Personal Effects And Property Of Others

a. Sub-paragraph **(1)** is deleted and replaced by the following:

(1) Personal effects owned by you, your officers, your partners or members, your managers or your employees.

a-b. The limit for **Personal Effects** is increased from \$2,500 to \$10,000 and the limit for **Property of Others** is increased from \$2,500 to \$50,000.

3. Valuable Papers And Records

Paragraph **c.(4)** is deleted and replaced by the following:

Under this Extension, the most we will pay to replace or restore the lost information is shown in paragraph **B.2. Combined Limits Of Insurance** in this endorsement. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit Of Insurance on **Your Business Personal**

Property and, therefore, coverage of such costs is not included in paragraph **B.2 Combined Limits Of Insurance**.

H. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section C. Limits Of Insurance is amended by the following:

The limit for **Outdoor Signs** in the second paragraph is increased from \$2,500 to \$10,000.

I. The following is added to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section F. Additional Conditions:

Any error in describing the address of a location in the Declarations shall not prejudice coverage afforded by this policy, provided such error is not intentional. You must report any such error to us in writing as soon as practicable after discovery. We retain our right to collect any additional premium or exercise any rights of cancellation or non-renewal we may have due to such error.

J. CAUSES OF LOSS – SPECIAL FORM CP 10 30, Section F. Additional Coverage Extensions, is amended by the following:

The limit for **Property In Transit** in Paragraph 1. is increased from \$5,000 to \$25,000.

K. BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30, B. Limits Of Insurance, the first paragraph is deleted and replaced by the following:

The most we will pay for loss in any one occurrence is shown in **B.2. Combined Limits Of Insurance** in **Property Ultra Coverage – Not-For-Profit Organizations ACP0169**.

L. BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, Section H., is amended for the purpose of this endorsement, to add the following Definitions:

1. "Crisis" means the public announcement by a news media source or social networking site that an "incident" occurred at your premises or an event sponsored by you.
2. "Crisis communication expenses" means those reasonable and necessary expenses incurred for services provided by a "crisis management firm". "Crisis management expense" does not include:
 - a. Compensation, fees, benefits, overhead charges or expenses of any insured or any of your employees; or
 - b. Any expense payable on your behalf or reimbursable to you under any other valid and collectible insurance.
3. "Crisis management firm" means any service provider, including but not limited to, public relations, media relations or similar professional communication or risk management firms you hire to assist in minimizing negative publicity and to communicate a positive image of your business as a result of a "crisis". It does not include any expenses associated with an insured's employees, in-house public relations or communications departments or any attorneys or law firms, including your in-house attorneys.
4. "Electronic data processing equipment" means any of the following equipment used in your data processing operations:
 - a. Electronic data processing equipment, facsimile machines, word processors, multi-functional telephone equipment and laptop and portable computers; and
 - b. Any component parts and peripherals of such equipment, including related surges protection devices.

"Electronic data processing equipment" does not include equipment used to operate production type machinery or equipment.
5. "Employee" means any natural person:
 - a. While in your service (and for 30 days after termination of service); and
 - b. Whom you compensate directly by salary, wages or commission; and
 - c. Whom you have the right to direct and control while performing services for you; or
 - d. Who is leased to you by a labor leasing firm under a written agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. But "employee" does not mean a person furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions, except as described in e. below; or

- e. Who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions while that person is subject to your direction and control and performing services for you, excluding, however any such person while having care and custody of property outside the described premises.
- “Employee” does not mean:
- f. Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in **2.a.** through **2.e.** above; or
 - g. Director or trustee except while performing acts coming within the scope of the usual duties of an “employee”.
6. “Forgery” means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one’s own name.
 7. “Identity theft” means the act of knowingly transferring or using, without lawful authorization, the identity of any director or officer of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
 8. “Incident” means:
 - a. Actual, attempted or threatened violent acts committed with malicious intent at your premises or an event sponsored by you against any person that results in injury or death to such person. This does not apply to actual, attempted or threatened acts caused by an insured or their employees, your employees, or any partner, director or officer;
 - b. A “communicable disease event” which means an event in which a “public health authority” has ordered the covered location to be evacuated, decontaminated or disinfected due to the outbreak of a “communicable disease” at such location. For the purposes of this definition:
 - (1) “Public health authority” means the governmental authority having jurisdiction over your operations relative to health and hygiene standards necessary for the protection of the public;
 - (2) “Communicable disease” means any disease or any related diseases, viruses, complexes, symptoms, manifestations, effects, conditions or illnesses that can be transmitted directly or indirectly through human contact or contact with an infectious agent or contagion;
 - c. An act of “abuse”. For the purposes of this definition, “abuse” means any actual, threatened or alleged act, error, omission, conduct or misconduct that a claim or “suit” alleges to be, or to constitute, any form of abuse, including but not limited to elder abuse, child abuse, patient abuse or abuse of a dependent person, under any applicable state or federal statute or regulation; and any actual, threatened or alleged act, error, omission, conduct or misconduct of one or more of the following kinds:
 - (1) Sexual behavior, sexual conduct or misconduct, sexual assault, sexual battery, sexual abuse or sexual molestation of or directed at a person;
 - (2) Non-sexual assault, non-sexual battery or non-sexual abuse of or directed at a person with the intent to do harm to that person; or
 - d. Other “crisis” “incidents” when they occur at your premises described in the Declarations and that require a full evacuation of your facilities.
 9. “Manager” means a person serving in a directorial capacity for a limited liability company.
 10. “Member” means an owner of a limited liability company represented by its membership interest, who also may serve as a “manager”.
 11. “Money” means currency, coins and bank notes in current use and having a face value; and travelers checks, register checks and money orders held for sale to the public. The value will be at its face value or its equivalent (if from a country other than the United States of America) based on exchange rates in effect when loss occurred. “Money” does not include virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to digital currency, crypto currency or any other type of electronic currency.
 12. “Operations” means your business activities occurring at the covered premises and the tenability of the insured locations.
 13. “Securities” means negotiable and non-negotiable instruments or contracts representing either “money” or other property and includes:

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- a.** Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b.** Evidences of debt issued in connection with credit or charge cards, which cards are not issued to you;
but does not include "money".
- 14.** "Theft" means the unlawful taking of property to the deprivation of the insured.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 EXTRA EXPENSE COVERAGE FORM
 CAUSES OF LOSS – SPECIAL FORM

SUMMARY OF COVERAGES AND LIMITS

This is a summary of the various coverages and limits provided by this endorsement. No coverage is provided by this Summary. Refer to all sections and provisions to determine the scope of the insurance provided by this endorsement.

SCHEDULED COVERAGES	LIMITS OF INSURANCE
Accounts Receivable	
• Each Described Premises	\$50,000
• Other Than At Described Premises	\$10,000
Computer Fraud	\$25,000
Debris Removal	\$50,000
Electronic Data	\$25,000
Employee Dishonesty, including ERISA	\$50,000
Expediting Expense	\$25,000
Extra Expense	\$25,000
Fine Arts	\$25,000
Fire Department Service Charge	\$10,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Increased Cost Of Construction And Demolition Cost	\$100,000 or 10%
Money And Securities	
• Inside	\$15,000
• Outside	\$10,000
Money Orders And Counterfeit Paper Currency	\$5,000
Outdoor Property	\$10,000
Personal Effects And Property Of Others	\$25,000
Pollutant Clean-up And Removal	\$25,000
Property In Transit	\$25,000
Property Off-Premises	\$25,000
Reward Payment	25% or 5,000
Sewers And Drains – Discharge Of Water	\$25,000
Tenant Glass	Business Personal Property Limit
Utility Services	\$10,000
Valuable Papers And Records (Other Than Electronic Data)	
• Each Described Premises	\$50,000
• Other Than At Described Premises	\$10,000

The most we will pay are the Limits of Insurance indicated in this endorsement. If two or more coverages apply to the same loss, the higher Limits of Insurance will apply. If additional limits are purchased separately for any of the coverages included in this endorsement, the limits shown in this endorsement will apply in excess of these

additional limits unless otherwise indicated. The Building and Business Personal Property Deductible shown in the Declarations applies pursuant to the terms in this endorsement unless otherwise indicated. Throughout this endorsement, any reference to described premises means the premises shown in the Declarations and any reference to covered location means locations shown in the Schedule of Locations.

A. BUILDING AND PERSONAL PROPERTY COVERAGE FORM and CONDOMINIUM ASSOCIATION COVERAGE FORM are amended as follows:

1. Section **A. Coverage**, Paragraph **4. Additional Coverages** is amended as follows:

a. Debris Removal

The limit in sub-paragraph **a.(4)** is increased to \$50,000.

b. Fire Department Service Charge

The limit in sub-paragraph **c.** is increased to \$10,000.

c. Pollutant Clean-up And Removal

The limit in the last paragraph is increased to \$25,000.

d. Increased Cost Of Construction

(1) The limit and percentage in sub-paragraph **(6)** are increased to \$10,000 and 10%, respectively.

(2) The following is added:

Demolition Cost

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of the undamaged portion of the covered building as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

e. Electronic Data

The limit in sub-paragraph **(4)** is increased to \$25,000.

2. Section **A. Coverage**, Paragraph **4. Additional Coverages** is amended to add the following:

a. Fine Arts

(1) We will pay for direct physical loss or damage caused by a Covered Cause of Loss to fine arts that you own or that belong to others while in your care, custody or control.

(2) Fine arts include property of rare, historical or artistic merit, including but not limited to, paintings, drawings, etchings, pictures, tapestries, art or rare glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac and tangible property such as porcelains, china and marble.

(3) Our payment for loss of or damage to fine arts of others in your care, custody or control will only be for the account of the owner of the fine arts.

(4) The value of fine arts, including newly acquired property, will be based on the least of the following amounts:

(a) The actual cash value of that property;

(b) The cost of reasonably restoring that property to its condition immediately before loss or damage; or

(c) The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of the property will be determined as of the time of loss or damage.

(5) For pairs or sets, we will pay the lesser of the following amounts:

(a) Repair or replace any part to restore the value and condition of the pair or set to that immediately before the loss or damage; or

(b) Pay the difference between the value of the pair or set before and after the loss or damage.

(6) The most we will pay in any one occurrence under this Additional Coverage is \$25,000 at each described premises.

b. Inside The Premises – Theft Of Money And Securities

We will pay for:

(1) Loss of "money" and "securities" inside the premises or "financial institution premises":

(a) Resulting directly from "theft" committed by a person present inside such premises or "financial institution premises"; or

(b) Resulting directly from disappearance or destruction.

(2) Loss from damage to the premises or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the premises or are liable for damage to it.

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(3) Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the premises resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

(4) The most we will pay for loss in any one occurrence under this Additional Coverage is \$15,000.

c. Outside The Premises

We will pay for:

(1) Loss of "money" and "securities" outside the premises in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.

(2) Loss of or damage to other property outside the premises in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

(3) The most we will pay for loss in any one occurrence under this Additional Coverage is \$10,000.

d. Fire Extinguisher Systems Recharge Expense

(1) We will pay:

(a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and

(b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or fire extinguishing system.

(2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.

(3) The most we will pay in any one occurrence under this Additional Coverage is \$5,000.

(4) No deductible applies to this Additional Coverage.

e. Computer Fraud

a. We will pay for the loss of or damage to "money", "securities" and other property resulting directly from the use of an insured's computer by a natural person, other than an "employee", to fraudulently cause a transfer of "money", "securities" or other property from inside a building at the described premises or from any bank or similar safe depository:

(a) To a person outside those premises; or

(b) To a place outside those premises.

b. The most we will pay for loss or damage in any one occurrence under this Additional Coverage is \$25,000.

f. Money Orders And Counterfeit Paper Currency

(1) We will pay for loss resulting directly from you having accepted the following items in good faith and in exchange for merchandise, "money" or services:

(a) Money orders issued by any post office, express company or bank that are not paid upon presentation; or

(b) "Counterfeit" paper currency that is acquired during the regular course of business.

(2) The most we will pay for any loss in any one occurrence under this Additional Coverage is \$5,000.

g. Forgery Or Alteration

(1) We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain of "money" drawn against your bank account.

(2) For the purpose of this coverage, we will consider electronically or mechanically reproduced facsimile signatures the same as handwritten signatures.

(3) If you are sued for refusing to pay any instrument covered in Paragraph **g.(1)** above on the basis that it has been forged or altered and you have our written consent to defend against the suit, we will pay for any reasonable and necessary legal expenses that you incur and pay in that defense.

(4) The most we will pay for any loss in any one occurrence, including legal expenses, under this Additional Coverage is \$25,000.

h. Employee Dishonesty

(1) We will pay for the direct loss of Your Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons except you or any of your partners, members or "managers" with the manifest intent to:

(a) Cause you to sustain loss; and

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- (b) Obtain financial benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment, for:
 - (i.) Any "employee"; or
 - (ii.) Any other person or organization.
- (2) We will not pay for loss resulting from any dishonest or criminal act that you or any of your partners, members, officers, "managers", directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons.
- (3) All loss caused by one or more persons or involving a single act or series of acts is considered one occurrence.
- (4) We will pay only for loss you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, the Limit of Insurance for this Additional Coverage does not accumulate from year to year or policy period to policy period.
- (5) This Additional Coverage does not apply to loss caused by any "employee" sustained after:
 - (a) You; or
 - (b) Any of your partners, officers or directors, or members or "managers" not in collusion with the "employee";discover any dishonest act committed by that "employee" before or after being hired by you.
- (6) If you discover a loss during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
 - (a) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (b) The loss would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss were committed or occurred.
- (7) The insurance under Paragraph (6). above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - (a) This Additional Coverage as of its effective date; or
 - (b) The prior insurance, had it remained in effect.
- (8) We will pay only for loss sustained during the policy period and discovered no later than one year from expiration of the policy.
- (9) The most we will pay for loss in any one occurrence under this Additional Coverage is \$50,000.
- (10) The following extends the **Employee Dishonesty** Coverage provided herein, to include coverage in compliance with certain provisions of the **Employee Retirement Income Security Act (ERISA)**:
 - (a) With respect solely to this coverage, we will include as a Named Insured under the **Employee Dishonesty** Coverage any:
 - (i.) Employee welfare benefit plan;
 - (ii.) Employee pension benefit plan; and
 - (iii.) Any plan subject to the **Employee Retirement Income Security Act of 1974** and any amendments thereto;owned, controlled or operated by you which you provide solely for the benefit of your "employees" (hereinafter collectively called Plan).
 - (b) The definition of "employee" with respect to **ERISA** coverage, is extended to include any natural person who is:
 - (i.) A trustee, an officer, administrator or a "manager", except an administrator or a "manager" who is an independent contractor, of any employee welfare or pension benefit plan insured under this insurance, and
 - (ii.) Your director or trustee while that person is handling funds or other property of any Plan insured under this insurance.
 - (c) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for the **Employee Dishonesty** Coverage that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.

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- (d) If the First Named Insured is an entity other than a Plan, any payment we make to that insured for loss sustained by any Plan will be held by that Insured for the use and benefit of the Plan sustaining the loss.
 - (e) For loss sustained by two or more Plans, or of commingled funds or other property of two or more Plans that arise out of one occurrence, any payment we make will be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each Plan under **ERISA** provisions bears to the total of those amounts.
 - (f) The Limit of Insurance shown above for **Employee Dishonesty** applies to this coverage. The Limit of Insurance for **ERISA** is provided within and not in addition to the Limit of Insurance for **Employee Dishonesty**.
- i. **Expediting Expense**
 - (1) In the event of a Covered Cause of Loss to Covered Property at described premises and newly acquired premises, we will pay for the reasonable and necessary additional expenses you incur to:
 - (a) Make temporary repairs;
 - (b) Expedite permanent repair or replacement of damaged property, whichever is less; or
 - (c) Provide training on replacement machines or equipment.
 - (2) The additional expenses you incur include overtime wages, the extra cost of express or other rapid means of transportation, and expenses to bring computer systems back to operational status.
 - (3) The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000.
- j. **Reward Payment** (Not available in New York)
 - (1) We will reimburse you for rewards you have paid leading to:
 - (a) The successful return of substantially undamaged stolen articles to a law enforcement agency; or
 - (b) The arrest and conviction of any persons for having damaged or stolen any of your covered property.
 - (2) The most we will pay in any one occurrence under this Additional Coverage is 25% of the covered loss (prior to the recovery of any stolen articles) up to a maximum of \$5,000 for the reward payments you make. These reward payments must be documented.
 - (3) No deductible applies to this Additional Coverage.
- k. **Utility Services**
 - (1) We will pay for direct physical loss by a Covered Cause Of Loss to Covered Property caused by an interruption of utility services to the described premises. The interruption must be caused by or result from direct physical loss or direct physical damage by a Covered Cause of Loss to property outside the described premises boundaries and which provides the utility services listed below.
 - (2) Utility services includes the following:
 - (a) Water supply services meaning pumping stations and water mains supplying water to described premises;
 - (b) Communication supply services meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as communication transmission lines, optic fiber transmission lines, coaxial cables, microwave radio relays except satellites; and
 - (c) Power supply services meaning utility generating plants, switching stations, substations, transformers and transmission lines.
 - (3) Loss or damage caused by or resulting from damage to overhead transmission lines is included. The term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.
 - (4) The most we will pay for loss in any one occurrence under this Additional Coverage is \$10,000.
- l. **Extra Expense**
 - (1) We will pay the actual and necessary Extra Expense you sustain due to direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of such premises. If you are a tenant, your premises is the portion of the building which you rent, lease or occupy, and includes:
 - (a) All routes within the building to gain access to the described premises; and
 - (b) Your personal property in the open or personal property in a vehicle within 1,000 feet.

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- (2) Extra Expense means necessary expenses you incur during the “period of restoration” that you would not have incurred if there had been no direct physical loss or damage to property:
 - (a) To avoid or minimize the “suspension” of business and to continue “operations” at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location;
 - (b) To minimize the “suspension” of business if you cannot continue “operations”;
 - (c) To repair or replace any property; or
 - (d) To research, replace or restore the lost information on damaged valuable papers and records; but only to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.
 - (3) The most we will pay for loss or damage in any one occurrence under this Additional Coverage is \$25,000.
 - (4) The provisions of this Additional Coverage are superseded by **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED** or **EXTRA EXPENSE COVERAGE FORM**, if attached to and made a part of this Policy.
3. Section **A. Coverage**, Paragraph **5. Coverage Extensions** is amended as follows:
- a. **Personal Effects and Property of Others**
The limit in the last paragraph is increased to \$25,000.
 - b. **Valuable Papers And Records (Other Than Electronic Data)**
Sub-paragraph (4) is deleted and replaced by the following:
 - (4) The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$50,000. For valuable papers and records not at a described premises, the most we will pay is \$10,000 in any one occurrence. Such amounts are additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.
 - c. **Property Off-Premises**
 - (1) The limit in sub-paragraph (3) is increased to \$25,000.
 - (2) The following is added:
This extension also applies to “computer equipment” while such property is in the course of transit or is located at a premises you do not own, lease or operate for not more than 90 days.
 - d. **Outdoor Property**
Paragraph **e. Outdoor Property** is deleted and replaced by the following:
 - e. **Outdoor Property**
 - (1) You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:
 - (a) Fences and retaining walls that are not a part of a building. The most we will pay for loss or damage under this Extension is \$10,000 in any one occurrence;
 - (b) Outdoor radio, television, satellite or other antennas, including their masts, towers and lead-in and support wiring. The most we will pay for loss or damage under this Extension is \$5,000 in any one occurrence.
 - (c) Trees, shrubs and plants (other than trees, shrubs or plants which are “stock” or are part of a vegetated roof). The most we will pay for loss or damage, including debris removal expense, under this Extension is \$5,000, but not more than \$500 for any one tree, shrub or plant.
 - (d) Outdoor signs owned by you or owned by others in your care, custody or control. The most we will pay for loss or damage under this Extension is \$25,000 in any one occurrence.
 - (2) But we will only pay for loss or damage caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:
 - (a) Fire;
 - (b) Lightning;
 - (c) Explosion;
 - (d) Riot or civil commotion; or

(e) Aircraft.

- (3) Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

4. Section **A. Coverage**, Paragraph **5. Coverage Extensions** is amended to add the following:

a. Accounts Receivable

- (1) If your records of accounts receivable are lost or damaged by a Covered Cause Of Loss, we will pay:
- (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
 - (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable.
- (2) With regard to this Coverage Extension, the following is added under Paragraph **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM**:
We will not pay for loss or damage caused by or resulting from:
- (a) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking, or withholding of "money", "securities", or property. This provision applies only to the extent of the wrongful giving, taking or withholding.
 - (b) Bookkeeping, accounting, or billing errors or omissions.
 - (c) Electrical or magnetic injury, disturbance, or erasure of electronic recordings. But we will pay for direct loss or damage caused by lightning.
 - (d) Errors in machine programming or instructions to machines.
 - (e) Operator or programmer error.
 - (f) Unauthorized instructions to transfer property to any person or to any place.
- We will not pay for loss or damage that requires any audit of records of any inventory to prove its factual existence.
- (3) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
- (a) Determine the total of the average monthly amounts of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs; and
 - (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average that month.
- (4) The following will be deducted from the total amount of accounts receivable, however that amount is established:
- (a) The amount of the accounts for which there is no loss or damage;
 - (b) The amount of the accounts that you are able to re-establish or collect;
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (d) All unearned interest and service charges.
- (5) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at each described premises is \$50,000.
- (6) For accounts receivables not at a described premises, the most we will pay in any one occurrence is \$10,000.

b. Sewers And Drains – Discharge Of Water

- (1) The Covered Causes of Loss is extended to include direct physical loss or damage to Covered Property caused by or resulting from water or waterborne material from a sewer, drain or sump located on:
- (a) The described premises; and
 - (b) The premises of Newly Acquired Or Constructed Property as described in **A.5.a.** in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** and **CONDOMINIUM ASSOCIATION COVERAGE FORM**;
- provided such discharge is not induced by flood or flood-related conditions. Flood or flood-related conditions include surface water, waves (including tidal and tsunami), tides, tidal water, overflow

of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge).

- (2) We will not pay for the cost of repairing or replacing a sewer, drain, sump, sump pump or any related parts or equipment.
- (3) With regard to this coverage, subparagraph (3) of the Water Exclusion within this policy is deleted.
- (4) The most we will pay for loss or damage in any one occurrence under this Coverage Extension is \$25,000.

c. Tenant Glass

- (1) You may extend Your Business Personal Property coverage to apply to loss or damage to "building glass" caused by or resulting from any Covered Cause Of Loss.
- (2) This Additional Coverage applies when you are a tenant and have a written contractual obligation to insure the "building glass". However, we will not pay for loss or damage under this Additional Coverage when such written contract also requires you to insure the building.
- (3) The Limit of Insurance for Tenant Glass is provided within and not in addition to the Limits of Insurance shown in the Declarations as applicable to Your Business Personal Property.

- 5. The second paragraph of Section **C. Limits of Insurance** is amended as follows:
The limit for outdoor signs is deleted.

- B. CAUSES OF LOSS – SPECIAL FORM**, Section **F. Additional Coverage Extensions** is amended by the following:
The limit for **Property In Transit** in Paragraph **1.c.** is increased to \$25,000.

- C.** For the purposes of this endorsement, Section **H. Definitions** in the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** and **CONDOMINIUM ASSOCIATION COVERAGE FORM** is amended as follows:

- 1. The following definitions are added:

- a. "Building glass" means glass that is part of the building or structure, including solar panels, glass building blocks, skylights, glass doors and windows and their encasement frames, alarm tape, lettering and ornamentation.
"Building glass" does not include art glass, half tone screens, lenses, memorial windows, mosaic art, rotogravure screens or any stained glass.
- b. "Computer equipment" means and includes the following equipment:
 - (1) Computer hardware, including micro-processors and related component parts;
 - (2) Peripheral equipment, such as printers and modems;
 - (3) Computer network equipment; and
 - (4) Electronic communications equipment.
- c. "Counterfeit" means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
- d. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service; and
 - (b) Whom you compensate directly by salary, wages or commissions; and
 - (c) Whom you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) to meet seasonal or short term work load conditions; while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

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- e. "Financial institution premises" means the interior of that portion of any building occupied by a bank, savings bank, savings and loan association, trust company, credit union or similar depository institution.
- f. "Forgery" means the signing of the name of another person or organization with intent to deceive. "Forgery" does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- g. "Manager" means a person serving in a directorial capacity for a limited liability company.
- h. "Messenger" means you, any of your partners or any "employee" while having care and custody of the property outside the premises.
- i. "Money" means currency, coins and bank notes in current use and having a face value; and Travelers checks, register checks and money orders held for sale to the public. The value of "money" will be at its face value or its equivalent (if from a country other than the United States of America) based on exchange rates in effect when the loss occurred. "Money" does not include virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.
- j. "Operations" means your business activities occurring at the described premises and the tenantability of the insured locations.
- k. "Period of restoration" means the period of time that:
 - (1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - (2) Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality."Period of restoration" does not include any increased period required due to the enforcement of any law that regulates the construction, use or repair, or requires the tearing down of any property. The expiration date of this policy will not cut short the "period of restoration".
- l. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
 - (1) Caused or threatened to cause that person bodily harm; or
 - (2) Committed an obviously unlawful act witnessed by that person.
- m. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
 - (1) Redeemed coupons, tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - (2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
- n. "Suspension" means:
 - (1) The slowdown or cessation of your business activities; or
 - (2) That part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
- o. "Theft" means the unlawful taking of property, including "money", "securities", or other property to the deprivation of the insured.

All other terms and conditions of the policy remain unchanged.